

EXHIBIT A

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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

ARACELY SOUCEK *et al.*,

Plaintiffs,

v.

ROBLOX CORPORATION *et al.*,

Defendants.

ROBLOX CORPORATION,

Cross-Plaintiff,

v.

SATOZUKI LIMITED B.V., RBLXWILD
ENTERTAINMENT LLC, STUDS
ENTERTAINMENT LTD., BASED
PLATE STUDIO LLC, and JOHN DOE
#1

Cross-Defendants.

Civil Action No.: 3:23-cv-04146-VC-RMI

**PLAINTIFFS' SECOND SET OF
REQUESTS FOR ADMISSION TO
DEFENDANT ROBLOX CORPORATION**

Judge: Hon. Vince Chhabria

PROPOUNDING PARTY: Plaintiffs

RESPONDING PARTY: Defendant Roblox Corporation

SET NUMBER: Two

DATE OF SERVICE: June 30, 2025

Pursuant to Federal Rule of Civil Procedure 26 and 36, Plaintiffs serve the following Requests for Admission (“RFA”) on Defendant Roblox Corporation (“Roblox”) and request that it produce responses within thirty days:

DEFINITIONS

1. “Adurite” means adurite.com or Defendant Adurite Limited.
2. “Allows” means to provide an opportunity to perform a specific activity and/or function.
3. “API” means the Application Programming Interfaces, including endpoints, that are used to access the Roblox Platform.
4. “BloxFlip” means BloxFlip, Bloxflip.com and Studs Entertainment LTF.
5. “Bot Account” or “Bot” or “Bots” means an automated account that uses software to perform repetitive tasks, and which may run on its own without needing a person to start it, and which can be designed to mimic human users, such as by completing transactions, playing games, or interacting with other users. These terms are also synonymous in meaning and equal in scope to the usage of the term “bot,” as used in Roblox’s Verified Badge FAQ,¹ and Roblox’s use of the term “bot accounts” on pages 8, 10, and 14 of Exhibit A (Response to RFP 10, 38, and 51).
6. “Child” or “Children” means individual(s) under the age of thirteen (13).
7. “Communication” means and refers to any oral, written, spoken, or electronic transmission of information (in the form of facts, ideas, thoughts, opinions, data, inquiries, or otherwise), including:
 - a. correspondence, letters, memoranda, notes, comments, faxes, and “post-its,” whether handwritten or otherwise;
 - b. emails;
 - c. text messages, whether sent via SMS, MMS, iMessage, or any other text-messaging platform or protocol, including without limitation end-to-end encrypted platforms such as Signal and WhatsApp;
 - d. messages posted to or transmitted via any online collaborative system, hub, or resource, regardless of whether network- or cloud-based, and whether

¹ <https://en.help.roblox.com/hc/en-us/articles/7997207259156-Verified-Badge-FAQ>.

that system, hub, or resource is made available by a third party or is proprietary to you;

- e. user(s)-to-user(s) communication sent on the Roblox platform, or that which was sent to or otherwise noted, received, or discussed by any employee, associate, or consultant of yours, including through use of social media websites and apps, such as, but not limited to Instagram, Reddit, Facebook, Steam, TikTok, X, Twitter, Reddit, Tumblr, Bluesky, Mastodon, Twitch, and Discord, including messages sent “directly” or privately;”
- f. posts (whether public or otherwise) on any social media website, page, or app including but not limited to those referenced immediately above;
- g. voicemails and voice messages;
- h. any handwritten, printed, typed, photographed, recorded, computer-generated, or computer-stored representation or writing that memorializes, transcribes, or records the substance or occurrence of any meeting, conference, seminar, discussion, conference call, or videoconference call, including calendar invites, minutes, notes, memoranda, briefing materials, decks presentations, letters, postings, circulars, bulletins, agenda, instructions, audio records, and video recordings.

8. “Connect” or “Connecting” is synonymous with “log-in,” “link,” or “sign-in,” and is equal in meaning and scope to the usage of those terms in Roblox’s current Privacy and Cookie Policy.²

9. “Credential” or “Credentials” means a username and/or password that can be used to log into a user account on the Roblox platform.

10. “Developer product analytics” is synonymous in meaning and equal in scope to the usage of that term on Roblox’s “Develop Products” webpage.³

11. “Document” and “Documents” as used in this Request is coextensive with the meaning of the terms “Documents” and “tangible things” in Fed. R. Civ. P. 34 and shall have the broadest possible meaning and interpretation ascribed to the terms “Documents” and “tangible things” under Fed. R. Civ. P. 34, and the applicable Local Rules. Consistent with the above

² See <https://en.help.roblox.com/hc/en-us/articles/115004630823-Roblox-Privacy-and-Cookie-Policy>.

³ <https://create.roblox.com/docs/production/monetization/developer-products>.

definition, the term Document shall include, without limitation, any database, written, printed, typed, photostatic, photographed, recorded, computer-generated, computer-stored, or otherwise maintained or reproduced communication or representation, any data compilation in any form, whether comprised of letters, words, numbers, pictures, sounds, bytes, e-mails, electronic signals or impulses, electronic data, active files, deleted files, file fragments, or any combination thereof including, without limitation, all memoranda, notes, records, letters, envelopes, telegrams, messages, studies, analyses, contracts, agreements, projections, estimates, working papers, accounts, analytical records, reports and/or summaries or investigations, opinions or reports of consultants, opinions or reports of experts, opinions or reports of accountants, other reports, trade letters, press releases, comparisons, books, diaries, articles, magazines, newspapers, booklets, brochures, pamphlets, circulars, bulletins, notices, forecasts, drawings, diagrams, instructions, minutes of meetings, correspondence and communications (as defined below) of any type (including but not limited to video files, audio files, inter- and intra-office communications), questionnaires, surveys, charts, graphs, photographs, phonographs, films, tapes, discs, data cells, drums, printouts, all other compiled data which can be obtained (translated, if necessary, through intermediary or other devices into usable forms), Documents maintained on, stored in or generated on any electronic transfer or storage system, any preliminary versions, drafts or revisions of any of the foregoing, and other writings or Documents of whatever description or kind, whether produced or authorized by or on behalf of You or anyone else, and shall include all non-identical copies and drafts of any of the foregoing now in the possession, custody or control of You, or the former or present directors, officers, counsel, agents, employees, partners, consultants, principals, and/or persons acting on Your behalf.

12. “Each” means each and every.

13. “Electronically Stored Information” and “ESI” are synonymous in meaning and equal in scope to the usage of those terms in Federal Rule of Civil Procedure 34 and applicable Local Rules.

14. “Experience” or “Experiences” is synonymous in meaning and equal in scope to the usage of that term in Roblox’s current Terms of Use.⁴

⁴ <https://en.help.roblox.com/hc/en-us/articles/115004647846-Roblox-Terms-of-Use>.

15. “Features” is synonymous in meaning and equal in scope to the usage of that term in Roblox’s current Privacy and Cookie Policy.⁵

16. “Gamble,” “Gambled,” or “Gambling” includes online games in which a participant can, or in fact did, wager or risk Robux or Virtual Content.

17. “Game pass analytics” is synonymous in meaning and equal in scope to the use of the term “pass analytics” on Roblox’s “Passes” page.⁶

18. “Including” means “including, without limitation” and “including but not limited to.”

19. “In-experience purchase” is synonymous in meaning and equal in scope to the usage of that phrase in Roblox’s “Earn on Roblox” webpage.⁷

20. “Knowledge” or “knew” means your firsthand knowledge and information derived from any source, including but not limited to hearsay knowledge.

21. “Minor” means any natural person aged 17 or younger.

22. “OAuth 2” is synonymous in meaning and equal in scope to your usage of that term at <https://create.roblox.com/docs/cloud>.

23. “Open Cloud” is synonymous in meaning and equal in scope to your usage of that term at <https://create.roblox.com/docs/cloud>.

24. “Person” or “Persons” means any natural person, corporation, company, partnership, proprietorship, association, governmental or nongovernmental entity, agency, group, organization, or group, as well as any other business entity or association.

25. “Platform” means any version of the Roblox platform developed, tested, or made available for use, including versions for use on mobile devices or by accessing a URL on the internet with or without logging into an account, and including all features or services accessible to some or all users of the platform, including the DevEx Program, the Roblox Security Cookie, Roblox credentials, Roblox APIs, Roblox games, places, and experiences, Robux, Virtual Content, and the Roblox economy.

26. “Program, script, or feature” refers to any software, code, or technology, regardless of whether developed by Roblox, an affiliated party, or a third-party vendor or programmer.

⁵ See <https://en.help.roblox.com/hc/en-us/articles/115004630823-Roblox-Privacy-and-Cookie-Policy>.

⁶ <https://create.roblox.com/docs/production/monetization/game-passes>.

⁷ <https://create.roblox.com/docs/production/earn-on-roblox#the-developer-exchange-program>.

27. “RBXFlip” means RBXFlip, RBXFlip.com, Satozuki Limited B.V., and Dutch Antilles N.V.

28. “RBLXWild” means RBLXWild, RBLXWild.com, and RBLXWild Entertainment LLC.

29. “Relating to,” “relate to,” “referring to,” “refer to,” “reflecting,” “reflect,” “concerning,” or “concern” means evidencing, regarding, concerning, discussing, embodying, describing, summarizing, containing, constituting, showing, mentioning, reflecting, pertaining to, dealing with, involving, embodying, evaluating, reviewing, reporting on, commenting on, relating to, referring to in any way or manner, or impacting or connecting in any way logically with the subject matter or the Request.

30. “Responsibility” or “responsible” is synonymous in meaning and equal in scope to the usage of that term by Joel Silk, Roblox’s 26(a) witness, in his December 1, 2021 interview on Kinzoo.com.⁸

31. “Roblox Security Cookie,” “ROBLOSECURITY Cookie,” or “security cookie” refers to the Roblox cookie/security code described in ¶¶ 105-106 of the Second Amended Consolidated Class Action Complaint for Damages. ECF No. 184, ¶¶ 105-106.

32. “Robux” means Robux, the virtual currency of the Roblox platform.

33. “Scrape” is synonymous with the terms “Data scraping” or “web scraping” and refers to the process of extracting data from a website or other human-readable output or source, typically through use of automated tools, and converting it into a structured format, such as a spreadsheet or database, for further analysis or use.

34. “Signals” is synonymous in meaning and equal in scope to the usage of that term in Roblox’s August 5, 2024 Response to RFP No. 11.

35. “Systematic” or “Systematically” refers to a technology, Feature, or system that is automatically applied across users, and is synonymous in meaning and equal in scope to the usage of those terms in Roblox’s August 5 letter regarding Roblox’s responses to Plaintiffs’ First Set of RFP. *See* Exhibit A, at 10, 20 (Response to RFPs 3, 75, and 76).

36. “Transaction” means any gift, donation, exchange, purchase, sale, transfer, acquisition, or disposition of Robux or Virtual Content.

⁸ *See* <https://www.kinzoo.com/blog/helping-kids-stay-safe-during-screen-time-advice-from-a-trust-and-safety-expert>.

37. “Virtual Casino Websites” refers to websites that allow Roblox users to play online games where they can risk or wager Robux or Virtual Content, such as, but not limited to, RBLXWild, RBXFlip, BloxFlip, Bloxmoon, DiceBlox, Wildbet, RBLXCase, Rollbet, Bloxybet, RBX365, Bloxclash, Fiery.gg, and RBXWild. This term also includes any Roblox accounts related to any VCW activity.

38. “Virtual Content” is synonymous in meaning and equal in scope to the usage of that term in section four of Your current Terms of Use.

39. “You,” “Your,” or “Roblox” refers to the Roblox Corporation, and/or its former or present directors, officers, members, principals, experts, investigators, consultants, assignees, trustees, partners, joint ventures, co-ventures, subsidiaries, affiliates, agents, attorneys, accountants, employees, representatives, and/or any other person or entity acting or purporting to act on its behalf or under its control.

CONSTRUCTION

1. The singular form of a noun or pronoun includes the plural form and vice versa.

2. The use of any tense of any verb shall also include all other tenses of that verb.

3. A term or word defined herein is mean to include both the lower- and the upper-case reference to such term or word.

4. Any Bates number referenced in these Requests shall be construed to refer not only to the specific page number identified but to the entirety of the document related to the Bates number, inclusive of family members.

5. “Any,” “all,” and “each” shall be construed as synonymous and inclusive of one another.

6. The words “and/or,” “or” and “and” are used inclusively, not exclusively. As such, “and/or,” “or” and “and” should be construed so as to require the broadest possible response. If, for example, a request calls for information about “A or B” or “A and B,” you should produce all information about A and all information about B, as well as all information about A and B, collectively.

7. Unless otherwise stated, all requests for production seek documents from January 1, 2018.

INSTRUCTIONS

1. This discovery not only calls for Your knowledge, but also for all knowledge that is available to You through reasonable inquiry of Your current or former employees, representatives, contractors, contract workers, and agents.
2. If a matter is not admitted, Your answer must be a specific denial and explain in detail which portion of the matter necessitated the denial and the reason for the denial, or explain in detail why You cannot truthfully admit or deny.
3. A denial must fairly respond to the substance of the matter.
4. If a matter can be admitted in part, Your answer must specify the part admitted and any qualifications to Your answer, while specifically denying the rest.
5. If a matter can be admitted for only part of the Relevant Time Period, Your answer should specify the part of the Relevant Time Period for which the matter is admitted, the part for which it is denied, and explain the basis for Your denial with specificity.
6. You may assert lack of knowledge or information as a reason for failing to admit or deny only if You substantiate Your efforts to conduct a reasonable inquiry and explain why the information You know or can readily obtain is insufficient to enable You to admit or deny.
7. These Requests are continuing in nature and You shall supplement Your responses according to applicable law.

REQUESTS FOR ADMISSION

1. Admit that, prior to August 2023, You knew that Virtual Casino Websites were using your technology, platform, and currency to facilitate Gambling.
2. Admit that prior to August 2023, You knew that Virtual Casino Websites operated accounts on the Roblox Platform.
3. Admit that prior to August 2023, You knew that Virtual Casino Websites were transacting with minors on Roblox.
4. Admit that prior to August 2023, You knew that Virtual Casino Websites were profiting from Robux transactions on the Roblox platform.
5. Admit that prior to August 2023, You never made a public statement about Virtual Casino Website's use of the Roblox platform to facilitate their Gambling operations.
6. Admit that RBXFlip was a gambling website.

7. Admit that, prior to August 2023, You knew, suspected, or reasonably believed that Paul Clish owned and/or operated RBXFlip.com.
8. Admit that, prior to August 2023, You knew, suspected, or reasonably believed that Julian Durak owned and/or operated RBXFlip.com.
9. Admit that, prior to August 2023, You knew, suspected, or reasonably believed that Patrick Dietz owned and/or operated RBXFlip.com.
10. Admit that by April 2019, You learned that minor Roblox users were gambling on RBXFlip.
11. Admit that you did not notify law enforcement about RBXFlip by April 2019.
12. Admit that you did not notify law enforcement about RBXFlip in 2019.
13. Admit that you did not notify law enforcement about RBXFlip in 2020.
14. Admit that you did not notify law enforcement about RBXFlip in 2021.
15. Admit that the first time you notified law enforcement about RBXFlip was in November of 2022.
16. Admit that prior to August 2023, Roblox employees used RBXFlip.
17. Admit that prior to August 2023, Roblox employees gambled on RBXFlip.
18. Admit that prior to August 2023, You did not create any program, script, or feature, to constantly monitor the RBXFlip website.
19. Admit that prior to August 2023, You did not record each Roblox username that appeared on the RBXFlip website.
20. Admit that prior to August 2023, You did not record each transaction visible on RBXFlip.
21. Admit that prior to August 2023, minor Roblox users created accounts on RBXFlip through use of their ROBLOSECURITY cookie.
22. Admit that between April 2019 and August 2023, Roblox received over 100 user reports and/or complaints about RBXFlip.
23. Admit that, since 2019, Roblox knew that RBXFlip was operated by Paul Clish.
24. Admit that Roblox did not send any cease-and-desist letters to RBXFlip.
25. Admit that Roblox did not send any cease-and-desist letters to Paul Clish.
26. Admit that between February 2019 and August 2023, Roblox never attempted to contact Paul Clish to discuss his association with the RBXFlip.com website.

27. Admit that You did not design or implement any signals to detect transactions involving RBXFlip on the Roblox platform in 2019.
28. Admit that You did not design or implement any signals to detect transactions involving RBXFlip on the Roblox platform in 2020.
29. Admit that You did not design or implement any signals to detect transactions involving RBXFlip on the Roblox platform in 2021.
30. Admit that You did not design or implement any signals to detect transactions involving RBXFlip on the Roblox platform in 2022.
31. Admit that You did not design or implement any signals to detect transactions involving RBXFlip on the Roblox platform in 2023.
32. Admit that You have never attempted to determine how many total transactions involving RBXFlip occurred on the Roblox platform between April 2019 and August 2023.
33. Admit that You maintain records of every transaction on the Roblox platform.
34. Admit that You maintain records of every account created on the Roblox platform.
35. Admit that, as of August 2023, You had never attempted to determine the value, in Robux or Fiat Currency, of all transactions involving Roblox accounts operated by RBXFlip on the Roblox platform.
36. Admit that, prior to August 2023, You knew that RBXFlip required users to input their Roblox credentials or a ROBLOSECURITY Cookie to create an account on that website.
37. Admit that, prior to August 2023, You knew that RBXFlip required user to input their Roblox credentials or ROBLOSECURITY Cookie to sign into that website.
38. Admit that Roblox records geolocation information relating to each sign-in.
39. Admit that Roblox records Device ID information each time a user signs into a Roblox account.
40. Admit that Roblox records Browser ID information each time a user signs into a Roblox account.
41. Admit that Bloxflip was a gambling website.
42. Admit that by March 2022, You learned that minor Roblox users were gambling on Bloxflip.
43. Admit that you did not notify law enforcement about Bloxflip in March 2022.
44. Admit that you did not notify law enforcement about Bloxflip in 2022.

45. Admit that you did not notify law enforcement about Bloxflip in 2023.
46. Admit that prior to August 2023, Roblox employees used Bloxflip.
47. Admit that prior to August 2023, Roblox employees gambled on Bloxflip.
48. Admit that prior to August 2023, You did not create any program, script, or feature, to constantly monitor the Bloxflip website.
49. Admit that prior to August 2023, You did not create any program, script, or feature to record each Roblox account that appeared on Bloxflip.
50. Admit that prior to August 2023, You did not create any program, script, or feature to record each transaction visible on Bloxflip.
51. Admit that minor Roblox users created accounts on Bloxflip through use of their Roblox credentials or security cookie.
52. Admit that You learned that Roblox users were creating accounts on Bloxflip through use of their Roblox credentials or security cookie in February 2022.
53. Admit that prior to August 2023, Roblox received over 100 user reports and/or complaints about Bloxflip.
54. Admit that at least 100 minors whose parents and/or legal guardians reside in the United States acquired Robux through the Roblox platform and subsequently wagered and lost some or all of those Robux on any VCW from January 1, 2018 through the present.
55. Admit that at least 100 minors whose parents and/or legal guardians reside in California acquired Robux through the Roblox platform and subsequently wagered and lost some or all of those Robux on any VCW from January 1, 2018 through the present.
56. Admit that at least 100 minors whose parents and/or legal guardians reside in New York acquired Robux through the Roblox platform and subsequently wagered and lost some or all of those Robux on any VCW from January 1, 2018 through the present.
57. Admit that Roblox did not send any cease-and-desist letters to Bloxflip between February 2022 and October 2024.
58. Admit that You did not implement any signals to detect Bloxflip transactions on the Roblox platform in 2022.
59. Admit that You did not implement any signals to detect Bloxflip transactions on the Roblox platform in 2023.

60. Admit that You only implemented signals to detect Bloxflip transactions after Plaintiffs filed their original complaint in this action.
61. Admit that prior to August 2023, you had the ability to determine which Roblox accounts were related to Bloxflip.
62. Admit that You have the ability to identify on-Platform transactions involving accounts related to Bloxflip.
63. Admit that as of August 2023, Bloxflip required users to input their Roblox credentials or ROBLOSECURITY Cookie to create an account on that website.
64. Admit that as of August 2023, Bloxflip required users to input their Roblox credentials or a ROBLOSECURITY Cookie on that website to sign sign.
65. Admit that RBLXWild was a gambling website.
66. Admit that you did not notify law enforcement about RBLXWild in 2022.
67. Admit that you did not notify law enforcement about RBLXWild in 2023.
68. Admit that prior to August 2023, Roblox employees used RBLXWild.
69. Admit that prior to August 2023, Roblox employees gambled on RBLXWild.
70. Admit that prior to August 2023, You did not create any program, script, or feature to constantly monitor the RBLXWild website.
71. Admit that prior to August 2023, You did not create any program, script, or feature to record each Roblox account that appeared on the RBXWild website.
72. Admit that minor Roblox users created accounts on RBLXWild through use of their Roblox credentials or ROBLOSECURITY cookie.
73. Admit that prior to August 2023, Roblox received over 100 user reports and/or complaints about RBLXWild.
74. Admit that Roblox did not send any cease-and-desist letters to RBLXWild between February 2022 and October 2024.
75. Admit that You did not implement any signals to detect RBLXWild transactions on the Roblox platform in 2021.
76. Admit that You did not implement any signals to detect RBLXWild transactions on the Roblox platform in 2022.
77. Admit that You did not implement any signals to detect RBLXWild transactions on the Roblox platform in 2023.

78. Admit that You did not implement any signals to detect RBLXWild transactions on the Roblox platform in 2024.
79. Admit that You have never implemented any signals to detect RBLXWild transactions on the Roblox platform.
80. Admit that You have the ability to determine which Roblox accounts were related to RBLXWild.
81. Admit that You have the ability to identify all on-Platform transactions involving accounts related to RBLXWild.
82. Admit that as of August 2023, RBLXWild required that users inputting their Roblox credentials or ROBLOSECURITY cookie to create an account on that website.
83. Admit that as of August 2023, RBLXWild required users to input their Roblox credentials or ROBLOSECURITY cookie on that website to sign into that website.
84. Admit that Bloxmoon was a gambling website.
85. Admit that You learned about Bloxmoon prior to August 2023.
86. Admit that you did not notify law enforcement about Bloxmoon in 2022.
87. Admit that you did not notify law enforcement about Bloxmoon in 2023.
88. Admit that prior to August 2023, Roblox employees used Bloxmoon.
89. Admit that prior to August 2023, Roblox employees gambled on Bloxmoon.
90. Admit that prior to August 2023, You did not create any program, script, or feature to constantly monitor the Bloxmoon website.
91. Admit that minor Roblox users created accounts on Bloxmoon through use of their Roblox credentials or ROBLOSECURITY Cookie.
92. Admit that prior to August 2023 Roblox received over 100 user reports and/or complaints about Bloxmoon.
93. Admit that Roblox did not send any cease-and-desist letters to Bloxmoon between February 2022 and October 2024.
94. Admit that You did not implement any signals to detect Bloxmoon transactions on the Roblox platform in 2021.
95. Admit that You did not implement any signals to detect Bloxmoon transactions on the Roblox platform in 2022.

96. Admit that You did not implement any signals to detect Bloxmoon transactions on the Roblox platform in 2023.
97. Admit that You first implemented signals to detect Bloxmoon transactions after Plaintiffs filed their original complaint in this action.
98. Admit that as of August 2023, Bloxmoon required users to input their Roblox credentials or ROBLOSECUIRTY Cookie to create an account on that website.
99. Admit that as of August 2023, Bloxmoon required users to input their Roblox credentials or ROBLOSECURITY Cookie on that website to sign into that website.
100. Admit that You did not scrape data from any Virtual Casino Website.
101. Admit that You have not designed and implemented signals to detect transactions related to any other Virtual Casino Website besides Bloxflip and Bloxmoon.
102. Admit that Roblox users can engage in Real Money Trading on Adurite.
103. Admit that you do not monitor the use of the term “Adurite” on the Roblox Platform.
104. Admit that Adurite operates bot accounts on the Roblox platform.
105. Admit that Adurite sells Virtual Content on the Roblox platform.
106. Admit that Adurite has operated Roblox accounts on the Roblox Platform since 2021.
107. Admit that Roblox users can create accounts on Adurite through use of their Roblox credentials.
108. Admit that Roblox users can purchase Virtual Content on Adurite for fiat currency.
109. Admit that prior to August 2023, Roblox knew that Adurite was owned, at least in part, by Julian Durak.
110. Admit that prior to August 2023, Roblox knew that Julian Durak was an owner of RBXFlip.
111. Admit that prior to August 2023, Roblox knew that RBXFlip sold Virtual Content on Roblox.
112. Admit that prior to August 2023, Roblox knew that RBXFlip listed Virtual Content for sale on Adurite.
113. Admit that prior to August 2023, Roblox knew that RBXFlip had a partnership with Adurite.
114. Admit that prior to August 2023, Roblox knew that Bloxflip had a partnership with Adurite.
115. Admit that prior to August 2023, Roblox knew that Bloxflip listed Virtual Content for sale on Adurite.

116. Admit that prior to August 2023, Roblox knew that RBLXWild sold Virtual Content on Adurite.
117. Admit that prior to August 2023, Roblox knew that Bloxmoon listed Virtual Content for sale on Adurite.
118. Admit that prior to August 2023, Roblox knew that other Virtual Casino Websites sold Virtual Content on Adurite.
119. Admit that prior to August 2023, Roblox knew that Roblox users were purchasing Virtual Content sold by Virtual Casino Websites for fiat currency on Adurite.
120. Admit that between February 2019 and August 2023, Roblox received over 500 user complaints about Virtual Casino Websites.
121. Admit that Roblox's Marketplace fee generates margin savings.
122. Admit that Roblox's Marketplace fee decreases the amount of Robux in circulation on the Roblox platform.
123. Admit that Roblox benefits economically from its Marketplace fee.
124. Admit that Roblox's Marketplace fee decreases and/or impacts Roblox's GAAP liabilities.
125. Admit that Virtual Casino Websites, such as Bloxflip, RBLXWild, and Bloxmoon create game passes on the Roblox platform.
126. Admit that Virtual Casino Websites, such as Bloxflip, RBLXWild, and Bloxmoon sell game passes on the Roblox platform.
127. Admit that Virtual Casino Websites, such as Bloxflip, RBLXWild, and Bloxmoon buy game passes on the Roblox platform.
128. Admit that robux-for-game pass transactions are considered in-experience purchases.
129. Admit that robux-for-developer product transactions are considered in-experience purchases.
130. Admit that bookings are not considered in-experience purchases.
131. Admit that Roblox provides users with the ability to track the number of times each game pass is sold.
132. Admit that Roblox has the ability to track the number of game passes sold within an experience.
133. Admit that Roblox has the ability to track the value of game passes sold by an account on Roblox.

134. Admit that Roblox possesses analytics about how many game pass transactions have occurred within any experience.
135. Admit that Roblox has the ability to track the success of individual game passes, identify trends, and forecast potential future earnings.
136. Admit that Roblox has the ability to review the game pass analytics for each game pass identified in the moderation action plan.
137. Admit that game passes labeled RTRANS are related to VCW activity.
138. Admit that as of May 2024, Roblox did not use game passes labeled RTRANS as a signal to detect VCW activity.
139. Admit that Roblox maintains an imbalanced trades metric. ROBLOX-COLVIN-0034874.
140. Admit that Roblox could eliminate game passes.
141. Admit that Virtual Casino Websites create developer products on the Roblox platform.
142. Admit that Virtual Casino Websites sell developer products on the Roblox platform.
143. Admit that Virtual Casino Websites buy developer products on the Roblox platform.
144. Admit that Roblox provides developer product analytics to Roblox users.
145. Admit that Roblox has the ability to track the success of individual developer products, identify trends, and forecast potential future earnings.
146. Admit that Roblox could eliminate developer products.
147. Admit that Roblox records Robux-for-gamepass transactions as in-experience purchases.
148. Admit that in-experience purchases include Robux-for-developer-product transactions.
149. Admit that in-experience spending is denominated in Robux.
150. Admit that in-experience spending helps cover Roblox's ongoing services and operating costs.
151. Admit that in-experience spending helps Roblox cover payments to app stores and Roblox's payment processors.
152. Admit that in-experience spending helps cover Roblox's costs of platform hosting and support.
153. Admit that Roblox does not pay other companies in Robux.
154. Admit that Roblox takes a percentage of the Robux cashed out by DevEx developers.

155. Admit that Roblox takes a percentage of all Robux cashed-out by DevEx developers to cover Roblox's ongoing services and operating costs, future-looking investments in the platform, and margins.
156. Admit that Roblox takes a percentage of Robux cashed out by DevEx developers to reimburse itself for the costs of maintenance of the servers that host all Roblox experiences, platform-wide customer support, user and experience moderation, user acquisition, translation, and local compliance.
157. Admit that the average annual cost per Robux in 2018 was \$0.01.
158. Admit that the average annual cost per Robux in 2019 was \$0.01.
159. Admit that the average annual cost per Robux in 2020 was \$0.01.
160. Admit that the average annual cost per Robux in 2021 was \$0.01.
161. Admit that the average annual cost per Robux in 2022 was \$0.01.
162. Admit that the average annual cost per Robux in 2023 was \$0.01.
163. Admit that the average annual cost per Robux in 2024 was \$0.01.
164. Admit that Roblox internally values on Robux at \$0.01.
165. Admit that Roblox allows children as young as five years old to create accounts.
166. Admit that Roblox allows children as young as five years old to use its Platform.
167. Admit that Roblox users are not required to provide any form of parental consent to create Roblox accounts.
168. Admit that Roblox users are not required to provide any form of parental consent to use the Platform.
169. Admit that after account creation, Roblox does not require Roblox users to reverify their age.
170. Admit that the Roblox platform is mostly used by children. *See* ROBLOX-COLVIN-0030214.
171. Admit that Roblox does not require minor users to input their parents email address when creating an account.
172. Admit that Roblox does not require minor users to input any contact information for their parents when creating an account.
173. Admit that Roblox's parental controls do not provide any features specifically referencing Virtual Casino Websites.

174. Admit that Roblox's parental controls cannot be used to prevent a user from connecting a Roblox account to any Virtual Casino Website.
175. Admit that Roblox's parental controls cannot be used to prevent a user from trading Limiteds.
176. Admit that Roblox's parental controls do not include any feature specifically related to Gambling.
177. Admit that over 40% of Roblox's daily active users (DAU) are under the age of 13.
178. Admit that over 70% of Roblox's daily active users are under the age of 18.
179. Admit that Roblox has never warned parents about the existence of any Virtual Casino Website.
180. Admit that Roblox does not warn about any Virtual Casino Website on any public-facing webpage.
181. Admit that after account creation, Roblox does not have any automatic systems or technologies to verify the age of its users that it reasonably believes, suspects, or knows are under the age of 18.
182. Admit that Roblox maintains records of each use of its API.
183. Admit that Roblox can prevent or revoke access to its API.
184. Admit that Roblox can disable or eliminate any of its APIs.
185. Admit that RBXFlip called Roblox's API.
186. Admit that Roblox can identify RBXFlip's calls to its API.
187. Admit that if RBXFlip could not access Roblox's API, it could not access the Roblox platform.
188. Admit that Roblox has never designed any program, script, or feature to automatically or systematically prevent RBXFlip from accessing Roblox's API.
189. Admit that Bloxflip called Roblox's API.
190. Admit that Roblox can identify Bloxflip's calls to its API.
191. Admit that Roblox has never designed any program, script, or feature to automatically or systematically prevent Bloxflip from accessing Roblox's API.
192. Admit that RBLXWild called Roblox's API.
193. Admit that Roblox can identify RBLXWild's calls to its API.

194. Admit that Roblox has never designed any program, script, or feature to automatically or systematically prevent RBLXWild from accessing Roblox's API.
195. Admit that Bloxmoon called Roblox's API.
196. Admit that Roblox can identify Bloxmoon's calls to its API.
197. Admit that Roblox has never designed any program, script, or feature to automatically or systematically prevent Bloxmoon from accessing Roblox's API.
198. Admit that Adurite called Roblox's API.
199. Admit that Roblox has never designed any program, script, or feature to automatically or systematically prevent Adurite from accessing Roblox's API.
200. Admit that Roblox has never designed any program, script, or feature to automatically or systematically prevent any other Virtual Casino Website—beside RBXFlip, Bloxflip, RBLXWild, and Bloxmoon—from accessing Roblox's API.
201. Admit that by August 2023, Roblox knew that RBXFlip used proxy servers to access the Roblox platform.
202. Admit that Roblox has never blocked all known IP addresses related to proxy servers used by RBXFlip.
203. Admit that as of August 2023, Roblox knew that Bloxflip used proxy servers to access the Roblox platform.
204. Admit that Roblox has never blocked all known IP addresses related to the proxy servers used by Bloxflip.
205. Admit that as of August 2023, Roblox knew that RBLXWild used proxy servers to access the Roblox platform.
206. Admit that Roblox has never blocked all known IP addresses related to the proxy servers used by RBLXWild.
207. Admit that as of August 2023, Roblox knew that Bloxmoon used proxy servers to access the Roblox platform.
208. Admit that Roblox has never blocked all known IP addresses related to the proxy servers used by Bloxmoon.
209. Admit that as of August 2023, Roblox knew that Adurite used proxy servers to access the Roblox platform.

210. Admit that Roblox has never blocked all known IP addresses related to the proxy servers used by Adurite.
211. Admit that as of August 1, 2024, Roblox did not maintain a list of blocked IP addresses related to RBXFlip.
212. Admit that as of August 1, 2024, Roblox did not maintain a list of blocked IP addresses related to Bloxflip.
213. Admit that as of August 1, 2024, Roblox did not maintain a list of blocked IP addresses related to RBLXWild.
214. Admit that as of August 1, 2024, Roblox did not maintain a list of blocked IP addresses related to Bloxmoon.
215. Admit that as of August 1, 2024, Roblox did not maintain a list of blocked IP addresses related to Adurite.
216. Admit that Roblox believes that it has no duty to protect its minor users from foreseeable harms occurring through use of its Platform and currency.
217. Admit that Roblox believes that it has no duty to protect its minor users from Virtual Casino Websites that access Roblox's source code, Platform, and currency.
218. Admit that the Virtual Casino Websites targeted minor Roblox users.
219. Admit that Roblox applied its 30% marketplace fee to withdrawals of Robux from the Virtual Casino Websites to Roblox.
220. Admit that Roblox applied its 30% marketplace fee to deposits of Robux from Roblox to the Virtual Casino Websites.
221. Admit that Roblox knew Virtual Casino Websites were trying to evade, avoid, circumvent, or disable geofencing in March 2022.
222. Admit that Hardware Backed Authentication prevents third parties from using a ROBLOSECURITY Cookie on a device that did not use that ROBLOSECURITY Cookie to initiate a session.
223. Admit that Roblox did not implement Hardware Backed Authentication for all Roblox users before June 2024.
224. Admit that Roblox allows users to opt out of Hardware Backed Authentication.
225. Admit that Roblox did not begin testing third-party device fingerprinting models until 2023.

226. Admit that Roblox has never implemented automated device fingerprinting technology for all users.
227. Admit that Roblox did not add virtual casinos as a type of reportable abuse before August 2024.
228. Admit that prior to August 2023, Roblox's moderation response to Virtual Casino Websites was led by Joel Silk.
229. Admit that prior to August 2023, David Baszucki was involved in addressing the Virtual Casino Websites.
230. Admit that prior to August 2023, Matt Kaufman was involved in addressing the Virtual Casino Websites.
231. Admit that Roblox allows third parties to use cookie-based authentication to access the Roblox platform.
232. Admit that Roblox does not require third parties to use Open Cloud APIs to access the Roblox platform.
233. Admit that Roblox could require third parties to use Open Cloud APIs to access the Roblox platform.
234. Admit that Roblox requires third parties who use Open Cloud APIs to access the Roblox platform to register their use of Open Cloud APIs with Roblox.
235. Admit that Roblox records and systematically reviews Open Cloud registrants.
236. Admit that Roblox reviews OAuth 2 applications.
237. Admit that Roblox can prevent OAuth 2 applicants from accessing the Roblox platform.
238. Admit that Roblox can revoke OAuth 2 registrations.
239. Admit that revocation of OAuth 2 registration prevents access to the Roblox platform.
240. Admit that RBXFlip used cookie-based authentication to access the Roblox platform.
241. Admit that RBXFlip did not use Open Cloud APIs.
242. Admit that Roblox never attempted to require RBXFlip to use Open Cloud APIs.
243. Admit that Bloxflip used cookie-based authentication to access the Roblox platform.
244. Admit that Bloxflip did not use Open Cloud APIs.
245. Admit that Roblox never attempted to require Bloxflip to use Open Cloud APIs.
246. Admit that RBLXWild used cookie-based authentication to access the Roblox platform.
247. Admit that RBLXWild did not use Open Cloud APIs.

248. Admit that Roblox never attempted to require RBLXWild to use Open Cloud APIs.
249. Admit that Bloxmoon used cookie-based authentication to access the Roblox platform.
250. Admit that Bloxmoon did not use Open Cloud APIs.
251. Admit that Roblox never attempted to require Bloxmoon to use Open Cloud APIs.
252. Admit that the Virtual Casino Websites exchanged virtual items for Robux via automated API calls on Roblox's platform.
253. Admit that Roblox can prevent non-Roblox domains from solving Roblox CAPTCHAs.
254. Admit that as recently as Q3 2022, Roblox did not have the ability to proactively detect bot accounts based on account activity.
255. Admit that as recently as Q3 2022, Roblox was only able to detect bot accounts at sign up.
256. Admit that there are millions of bot accounts on the Roblox platform.
257. Admit that Roblox has never attempted to identify all transactions related to RBXFlip on the Roblox platform.
258. Admit that Roblox has never attempted to identify all transactions related to Bloxflip occurring prior to April 2023 on the Roblox platform.
259. Admit that Roblox never attempted to determine the total value of all transactions related to Bloxflip .
260. Admit that Roblox never attempted to identify all transactions related to Bloxmoon occurring prior to April 2023 on the Roblox Platform.
261. Admit that Roblox never attempted to determine the total value of all transactions related to Bloxflip before implementing its moderation action plan.
262. Admit that Roblox has never attempted to identify all transactions related to RBLXWild on the Roblox Platform.
263. Admit that Roblox has never attempted to identify all transactions related to DiceBlox on the Roblox platform.
264. Admit that Roblox has never attempted to identify all transactions related to RBXGold on the Roblox Platform.
265. Admit that Roblox has never attempted to identify all transactions related to RBXFlip on its Platform.
266. Admit that Roblox has never attempted to determine the value, either in Robux or dollars, of all transactions related to RBXFlip on the Roblox Platform.

267. Admit that Roblox has never attempted to identify all transactions related to RBXCrash on the Roblox Platform.
268. Admit that Roblox has never attempted to identify all transactions related to Wildbet on the Roblox Platform.
269. Admit that Roblox has never attempted to identify all transactions related to RBLXCase on the Roblox Platform.
270. Admit that Roblox has never attempted to identify all transactions related to Rollbet on the Roblox Platform.
271. Admit that Roblox has never attempted to identify all transactions related to Bloxybet on the Roblox Platform.
272. Admit that Roblox has never attempted to identify transactions related to RBX365 on the Roblox Platform.
273. Admit that Roblox has never attempted to identify transactions related to Bloxclash on the Roblox Platform.
274. Admit that Roblox has never attempted to identify all transactions related to Fiery.gg on the Roblox Platform.
275. Admit that Roblox has never attempted to identify all transactions related to Betbux on the Roblox Platform.
276. Admit that Roblox has never attempted to identify transactions related to Bloxempire on the Roblox Platform.
277. Admit that Roblox has never attempted to identify all transactions related to RBLXRoll on the Roblox Platform.
278. Admit that Roblox has never attempted to identify all transactions related to Betnow.gg on the Roblox Platform.
279. Admit that Roblox has never attempted to identify all transactions related to Bloxfliip on the Roblox Platform.
280. Admit that Roblox has never attempted to identify all transactions related to Bloxflip.online on the Roblox Platform.
281. Admit that Roblox has never attempted to identify all transactions related to Bloxship.xyz on the Roblox Platform.

282. Admit that Roblox has never attempted to identify all transactions related to Evgeny-sidorov.com on the Roblox Platform.
283. Admit that Roblox has never attempted to identify all transactions related to Playbet.gg on the Roblox Platform.
284. Admit that Roblox has never attempted to identify all transactions related to Robux-lottery.com on the Roblox Platform.
285. Admit that Roblox has never attempted to identify all transactions related to Robuxrain.gg on the Roblox Platform.
286. Admit that Roblox knows that Robux obtained via Gambling have been cashed out via the DevEx Program.
287. Admit that Roblox imposes an unavoidable tax on Virtual Content transactions or trades for Robux. *See* ROBLOX-COLVIN-0005044.
288. Admit that Roblox is responsible for failing to eliminate the Virtual Casino Websites' use of Roblox's technology, platform, and currency.
289. Admit that Roblox could have implemented a 2-day trade hold on all Limited trades in 2019.
290. Admit that Roblox could have implemented a 2-day trade hold on all Limited trades in 2020.
291. Admit that Roblox could have implemented a 2-day trade hold on all Limited trades in 2021.
292. Admit that Roblox could have implemented a 2-day trade hold on all Limited trades in 2022.
293. Admit that Roblox could have implemented a 2-day trade hold on all Limited trades in H1 2023.
294. Admit that Roblox is responsible for protecting its users. *See* ROBLOX-COLVIN-0035316.
295. Admit that Nobody else is responsible for protecting Roblox's users. *See* ROBLOX-COLVIN-0035316.
296. Admit that Roblox has no incident reports related to any VCW.
297. Admit that Roblox has no security reviews related to any VCW.

298. Admit that none of Roblox's DMCA requests succeeded in permanently shutting down any Virtual Casino Website.
299. Admit that, in 2018, Roblox proposed implement a holding period to prevent users from transferring items for a certain period.
300. Admit that Roblox has never implemented a TransactionAPI.
301. Admit that Roblox has never implemented a Robux transfer API.
302. Admit that prior to August 2024, Roblox had never implemented a Transaction risk score.

Dated: June 30, 2025

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing was served via electronic mail on June 30, 2025 to the following counsel for Defendant Roblox Corporation:

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